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clearly drawn in the above cases, but there seems no reason for not applying it. See WHITE, MINES AND MINING, § 433. In the principal case it is not certain that the acts of adverse possession were continuous.

QUASI-CONTRACTS — RECOVERY FOR BENEFITS CONFERRED WITHOUT CONTRACT — RIGHT OF SUBCONTRACTOR WHEN ORIGINAL CONTRACTOR'S CLAIM IS UNENFORCEABLE. — A railroad company contracted to have its railroad built by a foreign construction company. The construction company had the work done by local subcontractors. The railroad company defeated the suit of the construction company on the contract on the ground that the construction company had not complied with a statute providing, under penalty of fine, that foreign corporations should not transact business in the state until certain papers had been filed with the secretary of state. One of the subcontractors thereafter sued the railroad company for the value of his work in constructing the railroad. *Held*, that the plaintiff cannot recover. *Alexander* v. *Alabama Western R. Co.*, 60 So. 295 (Ala.).

The acceptance from a subcontractor of improvements expressly contracted for by a landowner clearly affords no basis from which to imply in fact a promise on his part to pay the subcontractor. *Farquhar* v. *Brown*, 132 Mass. 340; *Cleaves* v. *Stockwell*, 33 Me. 341. And if the landowner must pay the contractor there is no unjust enrichment on which to found a quasi-contractual recovery. *Peers* v. *Board of Education*, 72 Ill. 508; *Fender* v. *Kelly*, 58 Ill. App. 283. Accordingly if the effect of the statute is merely to deny a suit on the contract by the foreign corporation in the state courts the plaintiff here could not recover since the construction company could still sue the railroad company in the federal courts. *Groton Bridge & Mfg. Co.* v. *American Bridge Co.*, 151 Fed. 871; *Dunlop* v. *Mercer*, 156 Fed. 545. Though there is language in the principal case which might indicate that the court takes this view of the statute, it is not certain that a departure is intended from the view previously taken that recovery in any court is made impossible. *Dudley* v. *Collier*, 87 Ala. 431, 6 So. 304; *Chattanooga National Building & Loan Association* v. *Denson*, 189 U. S. 408, 23 Sup. Ct. 630. And the court would probably deny the construction company a quasi-contractual recovery on the forbidden transaction. See *Farrior* v. *New England Mortgage Security Co.*, 88 Ala. 275, 279, 7 So. 200, 201; *Western Union Tel. Co.* v. *Young*, 138 Ala. 240, 243, 36 So. 374, 375. *Cf. Grand Lodge of Alabama* v. *Waddill*, 36 Ala. 313; *Delaware River Quarry & Construction Co.* v. *Bethlehem & Nazareth Passenger Ry. Co.*, 204 Pa. 22, 53 Atl. 533. But see *Dunlop* v. *Mercer*, 156 Fed. 545, 553, 554. But nevertheless there still seems no basis for quasi-contractual recovery by the subcontractor, for he did the work solely on the credit of the construction company. *Cf. Lauer* v. *Bandow*, 43 Wis. 556; *Tripp* v. *Hathaway*, 15 Pick. (Mass.) 47; *Quin* v. *Hill*, 4 Demarest (N. Y.) 69; *United States* v. *Pacific R.*, 120 U. S. 227, 7 Sup. Ct. 490. See KEENER ON QUASI-CONTRACTS, 350. If it be urged that the subcontractor relied ultimately on the railroad for his pay, still as he did not contract with the railroad company for his compensation but chose to sell his services to the construction company for the obligation of the construction company, he has no standing in court to demand a cumulative right.

SALES — IMPLIED WARRANTIES — WHOLESOMENESS OF FOOD SERVED ON DINING CAR. — The plaintiff sued for poisoning due to his eating canned asparagus in the dining car of the defendant company. The goods were of a well-known brand, had been purchased by the company of a reputable dealer, and the company could not by the exercise of the utmost care have discovered the defect. *Held*, that the plaintiff cannot recover. *Bigelow* v. *Maine Central R. Co.*, 85 Atl. 396 (Me.).

It may be argued that serving food as incidental to the carrier's public undertaking should impose no greater duty than that of utmost care, analogous to a carrier's liability for hidden defects in construction. *Cf. Ingalls* v. *Bills*, 50 Mass. 1; *Readhead* v. *Midland R. Co.*, L. R. 4 Q. B. 379. Similarly water companies are not absolutely liable where impure water causes disease. *Buckingham* v. *Plymouth Water Co.*, 142 Pa. 221, 21 Atl. 824; *Green* v. *Ashland Water Co.*, 101 Wis. 258, 77 N. W. 722. But a carrier should certainly be held under no less absolute a duty than is ordinarily imposed in the serving of food. There are no cases involving innkeepers, but a restaurateur has been held to absolute liability. *Doyle* v. *Fuerst*, 129 La. 838, 56 So. 906. A contrary Illinois decision was later distinguished on procedural grounds. *Sheffer* v. *Willoughby*, 163 Ill. 518, 45 N. E. 253. See *Wiedeman* v. *Keller*, 171 Ill. 93, 99, 49 N. E. 210, 212. If the serving of food be regarded as a sale, the doctrines of implied warranty are applicable. Most jurisdictions make the dealer in provisions for immediate human consumption a warrantor of wholesomeness, because of the buyer's justifiable reliance on the seller's superior judgment, and the public policy in preserving health. *Divine* v. *McCormick*, 50 Barb. (N. Y.) 116; *Hoover* v. *Peters*, 18 Mich. 51. *Cf. Farrell* v. *Manhattan Market Co.*, 198 Mass. 271, 84 N. E. 481. The principal case recognizes this rule, but makes an exception in the case of canned goods on the ground that the buyer only relies on the seller to select a reputable brand and to inspect carefully. *Winsor* v. *Lombard*, 35 Mass. 57; *Julian* v. *Laubenberger*, 16 N. Y. Misc. 646, 38 N. Y. Supp. 1052. This distinction, it is submitted, wrongly disregards the public policy involved.

SALES — RIGHTS AND REMEDIES OF SELLER — REVESTING OF VENDOR'S LIEN UPON INSOLVENCY OF BUYER AFTER SALE TO BONÂ FIDE PURCHASER. — The defendant held as bailee goods subsequently sold on credit by the bailor. Before the period of credit expired the first purchaser sold on credit to a second purchaser who sold to the plaintiff, a purchaser for value. All the sales were evidenced by written contracts. The second purchaser, the plaintiff's vendor, then became insolvent. The defendant refused to deliver the goods to the plaintiff, setting up as agent of the first purchaser a lien for the unpaid purchase price. *Held*, that the plaintiff can recover the goods. *Willis* v. *Glenwood Cotton Mills*, 200 Fed. 301 (Dist. Ct., S. C.).

The defendant could set up whatever rights of possession the first purchaser, an unpaid vendor, had. A vendor's lien for the unpaid purchase price is not lost when at the time of the sale the goods are in the possession of a bailee unless the bailee becomes the agent of the buyer and holds possession for him. *In re Batchelder*, 2 Fed. Cas., No. 1099, 2 Lowell 245. A vendor's lien is waived by a sale on credit. *Cutler* v. *Pope*, 13 Me. 377. See *Arnold* v. *Delano*, 4 Cush. (Mass.) 33. But this lien revives, if the vendor still has possession, upon the expiration of the credit or upon the insolvency of the buyer. *Owens* v. *Weedman*, 82 Ill. 409; *Tuthill* v. *Skidmore*, 1 N. Y. Supp. 445; *Arnold* v. *Delano*, *supra; Milliken* v. *Warren*, 57 Me. 46. A resale to third persons does not ordinarily affect the right of an unpaid vendor in possession, for his lien is a legal, and not a mere equitable, right. *Dixon* v. *Yates*, 5 B. & Ad. 313. See *Haskell* v. *Rice*, 11 Gray (Mass.) 240. Therefore a sub-vendee, even though a *bonâ fide* purchaser, is usually subject to the revival of the vendor's lien upon the insolvency of the vendee. *McElwee* v. *Metropolitan Lumber Co.*, 69 Fed. 302; *Hamburger* v. *Rodman*, 9 Daly (N. Y.) 93; *M'Ewan* v. *Smith*, 2 H. L. Cas. 309. The delivery to a *bonâ fide* sub-vendee of an order bill of lading will destroy the vendor's lien, since the bill of lading is a symbol of possession. See *McElwee* v. *Metropolitan Lumber Co.*, 69 Fed. 302. Facts giving rise to an estoppel may also prevent the vendor from claiming the lien. *Stoveld* v. *Hughes*, 14 East 308; *Fourth National Bank* v. *St. Louis Cotton Compress Co.*, 11 Mo.